

when a Railway Company professed to give a return ticket they meant some advantage to the passengers, who, by taking it, bound themselves to come back at a given time, or to lose the money they had paid. Those who manage the South-Eastern line, and who seem to delight in a little trickery, will undecieve the travellers who have this natural impression. The first-class fare to Ramsgate, by the half-past twelve o'clock train is 10s.; and when we went to Ramsgate on Saturday to see poor Pugin's church, we were told a return ticket could be had, available for a fast train at half-past seven the next night, and paid 17s. 6d. for it, thinking the allowance sufficiently small. Behold, however, on reaching Ramsgate we found the fare to London by the aforesaid train was 8s. ("10 feet from the head to the tail, and 8 feet from the tail to the head"); so that by risking 7s. 6d. and putting an obstacle in the way of another day's stay, we had saved sixpence! The secretary may think this a good joke; to our minds it seems a silly insult to common sense.

#### BUILDERS, LAWYERS, AND MORTGAGEES.

In the Lambeth County Court, recently, an action was brought by a solicitor of the name of Grattan, against a speculative builder of the name of Topping, residing at Peckham. The sum sought to be recovered was 50l. and a very important question to builders arose, as to whether a builder borrowing money on mortgage was bound to pay the solicitor's charges or the mortgagee.

Mr. Grattan said his bill against defendant was 64l. 7s. 2d.; and he had abandoned 14l. 7s. 2d. to bring the action in the County Court. In May 1846, he became acquainted with the defendant through Mr. Milstead, a builder, of Bromley, who borrowed money of defendant on mortgage of some houses in the Old Kent-road. After this defendant sent for him, and told him Milstead was going to build some houses on a plot of ground he had bought at St. Mary's Cray, and he had so arranged it, that he, defendant, was to advance the money and take the mortgage as security, at the same time instructing witness to act as attorney in the matter. Milstead said Mr. Latter, of Bromley, was his attorney, when Mr. Topping wished Milstead to withdraw his retainer from Milstead. Latter engaged the business to witness. He did the necessary work for the completion of the purchase of the Cray property, Mr. Topping holding him responsible for the securities. He afterwards prepared the deeds for an equitable mortgage, and defendant gave him 243l. to complete the purchase of the Cray property. Defendant requested him not to make out his account until the close of the business. He looked to Topping, and to no one else, for payment.

By Mr. Parry.—Mr. Turner acted as defendant's solicitor. Cannot say if he made out a bill to Milstead for the same service as Mr. Topping's. Milstead, in 1847, became a bankrupt. Milstead's bill was 55l. His bill does not include any item in Topping's account. There is one item I see the same.

Mr. Parry said it was an ordinary transaction in the building world—and half London had been built through the process—for builders to buy the ground and go to capitalists and borrow money on the security of the ground, and keep on borrowing until the houses were built, the lender keeping the houses as further security; the borrower bearing all legal expenses of conveyancing and mortgaging, the lender stopping the solicitor's costs out of the advance. He denied that plaintiff was ever employed as attorney to defendant, and said this was a speculative action on the part of plaintiff.

Mr. Topping said he never employed plaintiff as his attorney; he always treated him as Milstead's agent.

By Mr. Gibson.—Gave plaintiff 280l. to take up the deed. It was certainly a dangerous thing to entrust it to Milstead's attorney.

The Judge (Moody) said the action was for business done by an attorney, not of the usual sort, for it stood on another footing from a solicitor's legitimate business. It was an attorney intervening between a borrower and a lender of money; and in cases of this nature it was generally understood that the lawyer's expenses should be paid by the borrower; and the business was mostly done by one attorney to save expense. The attorney, however, apparently and ostensibly the lender's solicitor, looked to the borrower for his bill out of the funds lent before it got into the borrower's hands. It was for the jury to say whether they thought plaintiff was employed as attorney for defendant or for Milstead.

The jury, after some deliberation, gave a verdict for the defendant.

#### RAPID IMPROVEMENTS.

"CAN you tell me where is Victoria Park?" This is not an unfrequent question to the formped in the neighbourhood of Hackney-road and Bethnal-green. The East-enders have good cause of complaint for the delay in forming the approaches to this park. Do, pray, Mr. Editor, use your pen to help us to get these approaches formed. The Consumption Hospital is in a forward state, but if you want to get to it, the route is circuitous, unless you are prepared to plunge through Spitalfields and Bethnal-green! The extension of Hackney-road has been promised for seven years past, at least. The new street from London Docks to Shoreditch has been in hand for ten years: one would suppose the property near Shoreditch was very valuable, from the protracted delay that has taken place in completing the outlet. Whenever the street is completed it will be a great advantage to the East end of the metropolis. The buildings recently set up on the South-east corner of Red Lion-street, part of the main street, are not very creditable to the Office of Woods. The buildings at the opposite corner of Commercial-street promised very differently, and the parties who set up these buildings have very reasonable ground of complaint.

Among the various statistics that the Office of Woods publish in their annual accounts, they do not furnish information as to interest of money or lost rents on land lying vacant year after year: this would be a sorry and a large item!

V. P.

#### RAILWAY MATTERS.

THE Mickleton Tunnel, on the Oxford, Worcester, and Wolverhampton Railway, has been completed. This work has become celebrated for the difficulty experienced in its construction. It had baffled the exertions of two contractors, and had become the cause and scene of an extraordinary contest between the officers of the company and the last of the unsuccessful contractors, in which the company's officers, at the head of nearly 2,000 navvies, collected from all parts of the works on the line, marched by night on the tunnel, and took forcible possession. The work has been since prosecuted with energy, and brought to a successful completion. The obstructions arose from the nature of the strata to be penetrated, and were continual and harassing. The tunnel is situated about a mile and a half from Chipping Camden. Within five miles, between Mickleton and Evesham, the "merry andrewing" Aron is three times crossed by the railway.—While the question of railway amalgamation is engrossing the attention of the public, its originator and promoter, Mr. Glyn, is announced as having retired from the presidency of the London and North-Western Railway Company. This unexpected event was immediately felt in the share market, where London and North-Western Stock fell nearly two per cent. The state of his health is assigned as the cause of resignation.—Sir G. A. H. Boswell, of Blackadder, bart. last week recovered in the Edinburgh Small Debt Court, from the Edinburgh and Glasgow Railway Company, 5l. 14s. 8d. the cost of a special train which he was compelled to incur in consequence of a delay of half an hour in a passenger train on their line by which he had travelled. The company had not exhibited at the Edinburgh station a notice which they had published elsewhere to the effect that they would not hold themselves responsible for delay. But what although they had? Railway companies are not to be allowed to take the law into their own hands in this way. They have absorbed the public conveyance—old roads have gone to wreck—with all their inns, post-horse arrangements, coaches, carriers,—and it will be a curious state of affairs, if the only public conveyance now available, is to be subject to delays beyond the public control, while companies causing such obstructions in the public highway are to have it in their power, by a few strokes of a pen, to declare

themselves "not responsible!" If such really were the fact the sooner it were put an end to the better.—At the Belfast meeting of the British Association, a paper by Mr. W. F. Ainsworth, F.R.S. on the subject of a "Railroad through Asia Minor" was read. The paper proposed to connect Constantinople with its Asiatic suburbs by means of a floating viaduct, or tunnel, such as they have in Wales at present. The author considered that the better route through Asia Minor would be along the coast of the Sea of Marmora, rather than through the mountains of the interior of Anatolia. The Turks, just now are engaged in opening a great commercial road from a port on the Black Sea to Sivaze,—a town in the centre of Asia Minor; and Mr. Ainsworth considered that the completion of this undertaking would be one of the greatest inducements to the commencement of the projected railway. Throughout the land route, only in one instance was it necessary to allude to a tunnel, and that was where the Fawna mountain crossed the route, and this, there was reason to hope, would be passed without a tunnel. Taking the matter all in all, the author pronounced it difficult to imagine any country better adapted for colonisation or improvement. The road from London to Bombay is 5,500 miles: for 2,600 miles of this distance there is already a railway, and works could be carried on cheaply in Asia Minor from the facility of procuring labour. The capital required he calculated at 22,000,000l. In 1846 alone the railways undertaken amounted to 96,000,000l.

#### PATENT LAW AMENDMENT ACT, 1852.

THE first set of rules and regulations have been issued under the authority of the commissioners appointed, and prescribe as follows:—

1. An office is to be provided by the Crown for the transaction of the business of the commission.
2. Prescribes the size of paper on which specifications are to be written.
3. Provides that all applications for patents are to be advertised.
4. The charge for copying documents is to be after the rate of two-pence for every ninety words.
5. The fees on opposing the grant of letters patent are to be 3l. 10s. and on hearing the matter, 3l. 10s.
6. Two sets of drawings will be required to be lodged with each specification when drawings are referred to; and four copies on complete protection being obtained.

#### SMOKE CONSUMPTION.

IN treating of the subject of smoke consumption, and its desirability, we have often resorted to the necessity of considering its results as regards one of the very objects in view,—the health of the community; for, however injurious to the health smoke may in itself be, assuredly carbonic acid gas, the result of "smoke consumption," is a still more deadly evil, unless special and efficient means be at same time taken to get finally rid of so dense and dangerous a gas, which, though it ascends while heated, falls as it cools, and will run, nearly as water does, into every cavity, deluging streets and cellars, displacing the lighter air we breathe, and doing deadly mischief, if in such superabundant quantity as "smoke consumption," extensively carried out in towns, added to the vital production of it, necessarily, from the lungs of the population, could not but produce. As for the law of the mutual diffusion or solution of gases, doubtless, wherever there is time afforded for such mutual diffusion, the mischief must be mitigated, but so long as we know that a painful of carbonic acid gas can actually be poured out of one pail into another, and be thus made to completely displace the air in the empty pail and to fill it just as water would, we confess that we have not sufficient confidence in the alleged universal law of the mutual diffusion or solution of gases, to believe that dozens of furnace chimneys (keeping out of this question any further extension of the principle) vomiting forth continued streams of carbonic acid gas are a safe adjunct to a town, far less a sanitary improvement.